

here into Court the said William King in his proper person and Thereupon the said William King at the prayer of the aforesaid Mathew Kemp is adjudged to give Speciall bail to the action aforesaid

Thereupon aforesaid James Tully of Somerset County planter present here in Court in his proper person undertook for the same William King (Likewise the said William King present here in Court as aforesaid) affirmed upon himselfe) that if it should happen that Judgment in the plea aforesaid should be Rendered for the said Mathew Kemp against the same William King or that he the same William King should be therein convicted that then he the said William King should pay and Satisfie unto the said Mathew Kemp the Judgment of the Court thereupon or Render his Body ^{in execution of such Judgment} to the prison of the Sheriff of the County aforesaid in Satisfaction thereof or that he the said James Tully would doe the same for him: &c.

And the aforesaid Mathew Kemp complained of the aforesaid ^{William King} in the plea aforesaid in form following viz.
Somerset County ss. William King Late of Somerset County John Doe was attached to answer unto Mathew Kemp of a plea of trespass upon the Case &c.

And whereupon the said Mathew Kemp by George Douglas his attorney complains that whereas the said William after the first day of May ~~and~~ ^{the} 10th day of March ~~and~~ ^{the} 10th day of March ~~and~~ ^{the} 10th day of March at the County aforesaid did make his certain note in writing called a promissary note with his proper name and hand writing of the said William subscribed and that note to the said Mathew then and there did deliver by which note the said William did promise to pay to the said Mathew Six pounds Nine Shillings Current money of Maryland by means whereof and by force of the Statute in that behalf lately made and provided the said William became chargeable to pay to the said Mathew the said Six pounds nine Shillings according to the tenor of that note and so there of chargeable being in consideration thereof afterwards to witt the day and Year Last at the County aforesaid promised to pay the said Six pounds nine Shillings to the said Mathew according to the tenor of that note and altho the said William afterwards satisfied to the said Mathew nine Shillings and Six pence part of the said Six pounds nine Shillings Never the less as to five pounds eighteen Shillings and Six pence Residue of the said Six pounds nine Shillings the said William his promise aforesaid in form as made not Regarding but minding and fraudulently Intending the said Mathew in that part falsely to deceive and defraud the said Residue to the said Mathew according to the tenor of that note hath not paid or him for the same in any sort hitherto Contented but that to doe altogether hath Refused and still doth Refuse altho thereto afterwards to witt on the Tenth day of March in the Year last at the County last and often since that time by the said Mathew Required whereupon the said Mathew says he is damaged Twelve pounds Current money of Maryland and thereof he brings Suit
Placed depon. Ino do Ri. Rec.

And the aforesaid William King by William Arbuckle his attorney comes and defends the force and Injury when &c. and prays Leave thereof to be heard and to be hold at dividing Week the third
Tuesday